

**BOARD OF COUNTY COMMISSIONERS**  
**Agenda Item Summary**

**Meeting Date** \_\_\_\_\_ **Division** \_\_\_\_\_ **County Attorney** \_\_\_\_\_  
**AGENDA ITEM WORDING**

A resolution authorizing a transfer of a conservation easement on Crawl Key to the South Florida Water Management District for the Medical Examiner facility.

**ITEM BACKGROUND**

**PREVIOUS RELEVANT BOCC ACTION**

**CONTRACT/AGREEMENT CHANGES**

**STAFF RECOMMENDATIONS**

Approval \_\_\_\_\_

TOTAL COST

BUDGETED Yes No

COST TO COUNTY

SOURCE OF FUNDS

**APPROVED BY:** County Attorney ☒ OMB/Purchasing ☐ Risk Management ☐

**DIVISION DIRECTOR APPROVAL:**

John R. Collins 06/01/08  
JOHN R. COLLINS

**DOCUMENTATION:** Included ☐ To Follow ☐ Not Required ☐

**AGENDA ITEM #** T2

**RESOLUTION NO. -2004**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AUTHORIZING A TRANSFER OF CONSERVATION EASEMENT TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR MEDICAL EXAMINER FACILITY.**

WHEREAS, the County Commission recognizes that the conservation of natural resources is of substantial importance to the health and welfare of the residents of Monroe County; and

WHEREAS, the South Florida Water Management District has requested the dedication of a conservation easement on a parcel of property in connection with the permitting process for the Medical Examiner facility on Crawl Key; and

WHEREAS, the Army Corps of Engineers has not yet approved a permit for said construction; now therefore

**BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:**

1. Shall transfer to the South Florida Water Management District a conservation easement over that parcel of property described in Exhibit A, attached hereto and incorporated herein by reference.
2. The Mayor is authorized to execute the conservation easement attached hereto as Exhibit A, upon the approval of an Army Corps of Engineers permit for said facility to be constructed on the Crawl Key property .

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said board held on this 16<sup>th</sup> day of June, 2004.

Mayor Nelson \_\_\_\_\_  
Mayor Pro Tem Rice \_\_\_\_\_  
Commissioner McCoy \_\_\_\_\_  
Commissioner Neugent \_\_\_\_\_  
Commissioner Spehar \_\_\_\_\_

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

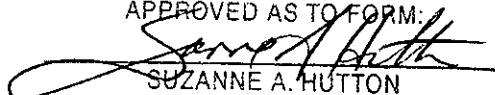
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairperson

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Date 6/01/04

## DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida, 1100 Simonton Street, Key West, Florida 33040 ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

### WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Monroe County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct Monroe County Medical Examiner's Facility ("Project") at a site in Monroe County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. \_\_\_\_\_ ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

7. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

8. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

9. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

10. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any

interest in the Property.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Monroe County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, on the date first above written.

(OFFICIAL SEAL)

ATTEST: DANNYL L. KOLHAGE, CLERK

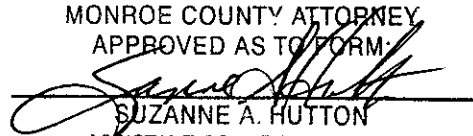
BY: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mayor Murray S. Nelson, Mayor

South Florida Water Management District  
Legal Form Approved  
Date: June, 2004

Standard form – July, 2001

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 6/01/04

# LEGAL DESCRIPTION CONSERVATION EASEMENT:

A conservation easement on Crawl Key No. 5, Being a portion of Government Lot 3, And Section 26, situate in Township 65 South, Range 33 East, Monroe County, Florida, more particularly described as follows:

COMMENCING to the POINT OF BEGINNING of parent tract; Thence N83°07'20"E a distance of 251.79' feet; Thence N78°17'27"E a distance of 12.41' to the POINT OF BEGINNING; Thence N13°40'25"W a distance of 20.47' feet; Thence N01°30'34"W a distance of 148.88' feet; Thence N41°16'19"W a distance of 31.65' feet; Thence N83°23'49"E a distance of 148.60' feet; Thence S88°22'37"E a distance of 17.22' feet to a point of curvature of a curve concave to the Northwest having a radius of 17.62' feet; Thence along the arc of said curve through a central angle of 97°45'38" a distance of 30.06' feet to the point of tangency; Thence N04°10'56"W, a distance of 22.90' feet to a point of curvature of a curve concave to the Southeast having a radius of 7.72' feet; Thence along the arc of said curve through a central angle of 71°54'02" a distance of 9.69' feet to the point of tangency; Thence N67°43'06"E a distance of 37.34' feet to a point of curvature to the Southeast having a radius of 92.98' feet; Thence along the arc of said curve through a central angle of 22°21'25" a distance of 36.28' feet to the point of tangency; Thence S89°55'29"E, a distance of 48.98' feet; Thence N86°08'47"E, a distance of 45.52' feet; Thence S52°28'55"E, a distance of 9.52' feet; Thence S00°42'31"W, a distance of 20.00' feet; Thence S56°07'44"W, a distance of 53.93' feet; Thence S19°36'12"W, a distance of 10.60' feet; Thence S11°28'29"E, a distance of 42.40' feet; Thence S36°10'10"E, a distance of 16.98' feet; Thence S00°52'41"W, a distance of 39.64' feet; Thence S87°44'17"W, a distance of 72.59' feet to a point of curvature of a curve concave to the Southeast having a radius of 188.53' feet; Thence along the arc of said curve through a central angle of 31°39'44" a distance of 104.18' feet to the point of tangency; Thence S56°04'32"W, a distance of 154.10' feet to the POINT OF BEGINNING.

Containing 48,263± Square Feet or 1.10 Acre more or less.

## NOTES:

1. THIS IS NOT A SURVEY, FOR REFERENCE BEARINGS AND PARENT TRACT LEGAL DESCRIPTION SURVEY PREPARED BY RICHARD J. HALVERSON, PSM 5540 ON 03-10-03 CARNEY-NEUHAUS PROJECT No. 02-054, LAST REVISED BY JAVIER DE LA ROCHA, PSM 6080, ON 05-20-03, CARNEY-NEUHAUS PROJECT No. 02-054, AND DESIGN DRAWING WITH POSITION OF PROPOSED SPLIT RAIL FENCE ALONG THE EAST AND THE WEST EASEMENT LINES, PREPARED BY J.J. GOLDASICH & ASSOC., INC. LAST REVISED ON 9-05-03.

2. TO BE VALID, COPIES MUST HAVE ORIGINAL SURVEYOR'S SIGNATURE AND EMBOSSED SEAL IMPRINT.

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS AN ACCURATE DELINEATION OF THE DESCRIPTION HEREON AND IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARNEY-NEUHAUS, INC.,

JAVIER B. MALESEVIC  
 PROFESSIONAL SURVEYOR AND MAPPER #5681  
 STATE OF FLORIDA

W:\PROJECTS\00-054\conserve-easement.DWG

SHEET 1 of 2

1811 U.S. HIGHWAY 1, SUITE 120  
 PALM BEACH GARDENS, FL 33408  
 TEL: (561)822-1300  
 FAX: (561)822-1438  
 EMAIL: CNEUHAUS@COM

4101 N. ANDERSON AVE., SUITE 213  
 PORT CHARLOTTE, FL 33691  
 TEL: (813)265-0530  
 FAX: (813)265-0524  
 3000 INDIAN RIVER BLVD., SUITE 200  
 MIAMI, FL 33137  
 TEL: (305)874-0000  
 FAX: (305)276-4250

JOB NO.

02-054

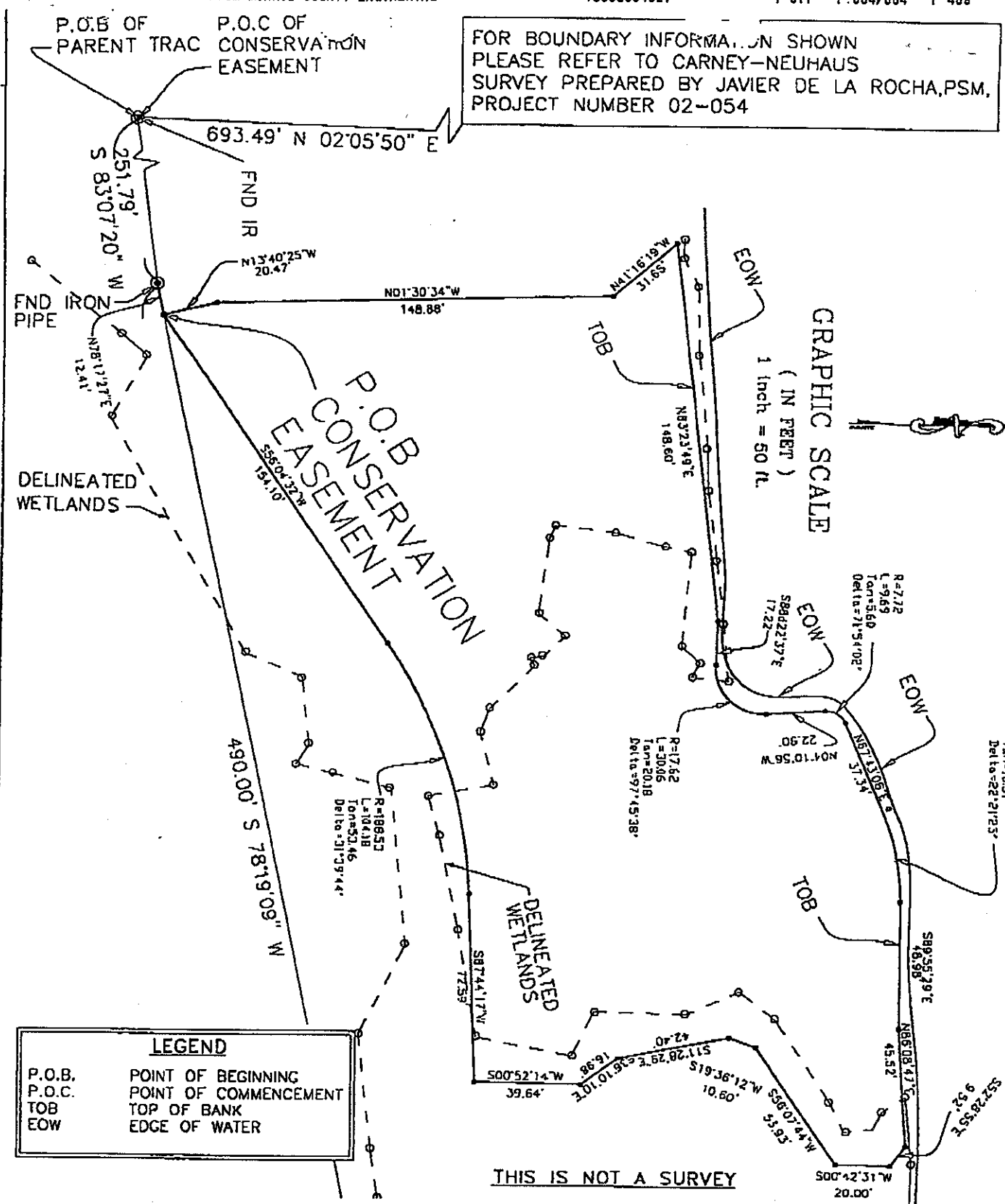
F.B.

PR

LEGAL DESCRIPTION  
 OF PROPOSED CONSERVATION EASEMENT  
 GOVERNMENT LOT 3  
 SEC. 26, TWS. 65 RANG. 33  
 MONROE COUNTY, FLORIDA  
 CRAWL KEY No. 5  
 MONROE COUNTY FLORIDA

DATE: 02-08-04  
 SCALE: AS NOTED  
 DRAWN BY: MA  
 CHECKED BY: JBM  
 FILE: CONSERVATION-EASEMENT.DWG

REV # DATE DESCRIPTION



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SHEET 2 of 2

11911 U.S. HIGHWAY 1, SUITE 170 PALM BEACH GARDENS, FL 33408 TEL: (561) 892-1300 FAX: (561) 892-1408 CURA: CAPRICORN_CO CURA: CHECCARD_CO		4101 W. ANDERSON AVE., SUITE 211 FORT LAUDERDALE, FL 33309 TEL: (954) 363-0530 FAX: (954) 363-3224 JRM: JRM		JOB No. <b>02-054</b>	LEGAL DESCRIPTION OF PROPOSED CONSERVATION EASEMENT GOVERNMENT LOT 3 SEC. 26, TWS. 65 RING. 33 MONROE COUNTY, FLORIDA CRAWL KEY No. 5 MONROE COUNTY FLORIDA	DATE: 02-06-04 SCALE: AS NOTED DRAWN BY: MA CHECKED BY: JRM FILE: CONSERVATION-EASEMENT.DWG
REV #	DATE	DESCRIPTION	F.B.	PR		